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RECENT CASES.

Easements—Railroad Switch—Measure of Damages.—*L., N. A. & C. R. R. v. Malott et al.*, 34 N. E. Rep. 709 (Ind.). Appellees conveyed to a stone company a tract of land with a quarry on it, with a right of way for a switch track over other lands belonging to them from the main line of appellants' railroad. Appellants used this track for general purposes, side-tracking freight trains and allowing them to stand on the switch, and not merely for conveying stone from the quarry. Held, that the easement was appendant to the land granted and the railroad company had no right to use the switch for general purposes, and that the measure of damages is the decrease of the rental value of the land by reason of this general use.

Express Companies—Contract of Shipment Fixing Route.—*Wells, Fargo & Co.'s Express v. Fuller*, 23 S. W. Rep. 412 (Tex.). Where an express company, in its contract of shipment, uses no language fixing the route of shipment, but provides that it shall be liable as forwarders only within its own line of communication, the latter clause merely limits its liability and constitutes no contract to ship over its own lines. The company is left to choose for itself, but must choose a reasonably safe route, and, if other than its own, it is not liable as forwarder on that line.

Mutual Fire Insurance—Assessments made after Withdrawal of Member.—*Ionia E. & B. Farmer's Mut. Fire Ins. Co. v. Otto*, 56 N. W. Rep. 88 (Mich.). Under the charter of a mutual fire insurance company which gives its members the power to withdraw, on paying their proportion of all assessments to which the company is liable at the time of such withdrawal, it is held that a retiring member must pay his proportion not only of such losses as are already assessed but of all others incurred during the time of his membership, though subsequently assessed.

Railroads—Negligence—Injury to Person on Track.—*Texas & P. Ry. Co. v. Robinson*, 23 S. W. Rep. 433 (Tex.). In this case the husband of the appellee was run over and killed on the track while in a state of intoxication, and the circumstances tended to